

Exhibit A

KIRKLAND & ELLIS LLP

Fax Transmittal

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To:	Company:	Fax #:	Direct #:
Kevin M. Berry	Wilentz Goldman & Spitzer P.A.	212/267-3828	212/267-3091
From:	Date:	Pages w/cover:	Fax #:
Lisa G. Esayian	November 10, 2006	8	312 660-0663
Direct #: 312 861-2226			
Message:			

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

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Lisa G. Esayan
To Call Writer Directly:
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312 861-2200
Dir. Fax: 312 660-0663

November 10, 2006

VIA FACSIMILE AND FIRST-CLASS MAILKevin M. Berry, Esq.
Wilentz Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Suite 900
Box 10
Woodbridge, NJ 07095-0958**Re: W.R. Grace Settled Pre-Petition Asbestos Personal Injury Claims**

Dear Mr. Berry:

On behalf of W.R. Grace & Co. ("Grace" or "the Debtors"), we have examined the asbestos personal injury proofs of claim submitted by your firm to the claims processing agent, Rust Consulting, Inc. as Settled Pre-Petition Asbestos PI Claims and received by Rust on October 17, 2006. These claims are listed on the enclosure to this letter. In accordance with the August 24, 2006 Order as to All Pre-Petition Asbestos PI Litigation Claims, the Debtors have examined their records regarding these claimants.

For the following reasons, the Debtors dispute and contest that these are settled, unpaid claims. The Debtors' records do not reflect settled, unpaid claims for any of these claimants. In addition, for many of the claimants, you have not submitted signed release forms (and the Debtors' records do not reflect that these claims are settled unpaid claims). For some of the claimants, you have provided signed release forms, but the Debtors' records do not reflect that these claims are settled unpaid claims. In addition, some of your release forms are not dated. An example is enclosed.

Your proofs of claim do not state settlement amounts and the release forms do not state settlement amounts except for a nominal value of \$1.00. Thus, given that these claims are not reflected in the Debtors' records, the Debtors do not know the settlement amounts that you are claiming.

For all of these reasons, in accordance with page 5 of the August 24, 2006 Order, the Debtors dispute and contest the settlements for any and all claimants submitted in your October 16 letter to Rust.

KIRKLAND & ELLIS LLP

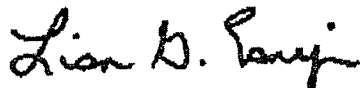
Kevin M. Berry, Esq.

November 10, 2006

Page 2

Based on your claim forms, it appears that you have already submitted Questionnaires for your claimants. If you have already submitted Questionnaires for such claimants, you do not need to re-submit them. However, if you believe that you do need to submit Questionnaires for any of your claimants, a Word version of the Questionnaire is available at www.graceclaims.com. Please see the August 24, 2006 Order for additional information.

Very truly yours,



Lisa G. Esayian

LGE

Enclosure (Claimant List and sample undated release form)

cc: Jay Hughes, W.R. Grace (via e:mail)
David M. Bernick, P.C. (via e:mail)
Barbara M. Harding (via e:mail)

Wilentz, Goldman Spitzer
Asbestos PI Claims
10-16-6

	Case Name	Last	First	Diagnosis	Agreement Date
1	HOSEK V. ABB LUMMUS	Avitabile	Dennis	lung cancer	9/21/1999
2	INGRISANI V. ABB LUMMU	Bailey	Beatrice	lung cancer	9/21/1999
3	PARMIGIANI V. ABB LUMM	Barnes	Charles	asbestosis	9/21/1999
4	MARCONI V. ABB LUMMUS	Barth	Kim	asbestosis	9/21/1999
5	PARMIGIANI V. ABB LUMM	Berkowitz	Benjamin	asbestosis	9/21/1999
6	INGRISANI V. ABB LUMMU	Buckley	John	asbestosis	9/21/1999
7	PUTMAN V. ABB LUMMUS	Cogavin	James	asbestosis	9/21/1999
8	CRISPINO V. ABB LUMMU	Crispino	Benito	asbestosis	9/21/1999
9	IN RE BARTON	Curran	Jr Philip	asbestosis	9/21/1999
10	IN RE BARTON	David-Reisch	Mary	asbestosis	9/21/1999
11	NISBET V. ABB LUMMUS	DeLucia	Anthony	asbestosis	9/21/1999
12	TEABO V. ABB LUMMUS	DiBenedetto	David	asbestosis	9/21/1999
13	PARMIGIANI V. ABB LUMM	Doyle	John	asbestosis	9/21/1999
14	PARMIGIANI V. ABB LUMM	Edington	Donald	laryngeal cancer	9/21/1999
15	INGRISANI V. ABB LUMMU	English	John	asbestosis	9/21/1999
16	IN RE CRITCHLEY	Esposito	Walter	asbestosis	9/21/1999
17	HOSEK V. ABB LUMMUS	Ferrara	Arthur	asbestosis	9/21/1999
18	PARMIGIANI V. ABB LUMM	Gallo	James	asbestosis	9/21/1999
19	HOSEK V. ABB LUMMUS	Garofalo	William	asbestosis	9/21/1999
20	NISBET V. ABB LUMMUS	Griffin	Thomas	asbestosis	9/21/1999
21	MARCONI V. ABB LUMMUS	Harkes	James	asbestosis	9/21/1999
22	CRISPINO V. ABB LUMMU	Hazelet	George	lung cancer	9/21/1999
23	PASSIONE V. ABB LUMMU	Jubie	Myra	mesothelioma	9/21/1999
24	PASSIONE V. ABB LUMMU	Keenan	Edward	asbestosis	9/21/1999
25	BRADY V. ABB LUMMUS	Knott	Clare	asbestosis	12/1/1997
26	TEABO V. ABB LUMMUS	LaChase	Pauline	lung cancer	9/21/1999
27	PASSIONE V. ABB LUMMU	LoVerde	Lawrence	asbestosis	9/21/1999
28	PARMIGIANI V. ABB LUMM	Maglione	Gerald	asbestosis	9/21/1999
29	PASSIONE V. ABB LUMMU	Martinez*	Eugene	asbestosis	9/21/1999
30	PASSIONE V. ABB LUMMU	Marullo	James	asbestosis	9/21/1999
31	ROMANO V. ABB LUMMUS	Materasso	Steven	asbestosis	8/31/1998
32	INGRISANI V. ABB LUMMU	Murphy	Thomas	asbestosis	9/21/1999
33	TEABO V. ABB LUMMUS	Neenan	Concetta	asbestosis	9/21/1999
34	HOSEK V. ABB LUMMUS	Nimphius	Joan	lung cancer	9/21/1999
35	MARCONI V. ABB LUMMUS	Nowak	Robert	asbestosis	9/21/1999
36	INGRISANI V. ABB LUMMU	O'Neill	Vincent	lung cancer	9/21/1999
37	MARCONI V. ABB LUMMUS	Owczarek	Anthony	asbestosis	9/21/1999
38	PIUS V. ABB LUMMUS	Poirier	Edward	asbestosis	9/21/1999
39	MARCONI V. ABB LUMMUS	Pollard	Jr James	asbestosis	9/21/1999
40	PUTMAN V. ABB LUMMUS	Putman	Robert	asbestosis	9/21/1999
41	PIUS V. ABB LUMMUS	Raynor	Roger	asbestosis	9/21/1999
42	INGRISANI V. ABB LUMMU	Riley	Charles	asbestosis	9/21/1999
43	PASSIONE V. ABB LUMMU	Rubin	Gertrude	lung cancer	9/21/1999
44	PIUS V. ABB LUMMUS	Sainato	Nicholas	asbestosis	9/21/1999
45	DEVITA V. ABB LUMMUS	Sangallo	Joseph	asbestosis	9/21/1999
46	JAVORNICKY V. ABB LUM	Stapleton	Robert	asbestosis	11/28/1997
47	MARCONI V. ABB LUMMUS	Stremel	Richard	asbestosis	9/21/1999
48	INGRISANI V. ABB LUMMU	Taravella	Thomas	asbestosis	9/21/1999

10/16/2006

Wilentz, Goldman Spitzer
Asbestos PI Claims
10-16-6

	Case Name	Last	First	Diagnosis	Agreement Date
49	INGRISANI V. ABB LUMMU	Tighe	John	asbestosis	9/21/1999
50	INGRISANI V. ABB LUMMU	Valenza	Bernadette	asbestosis	9/21/1999
51	PUTMAN V. ABB LUMMU	Westerlind	Noel	asbestosis	9/21/1999
52	CRISPINO V. ABB LUMMU	Wyskochil	Elizabeth	asbestosis	9/21/1999
53	INGRISANI V. ABB LUMMU	Zabor	Chet	asbestosis	9/21/1999
54	PUTMAN V. ABB LUMMU	Zeiger	Jerry	asbestosis	9/21/1999
55	PASSIONE V. ABB LUMMU	Becker	Sophie	asbestosis	9/21/1999**
56	GIBLIN V. ABB LUMMU	C Bradley	Leon	asbestosis	9/21/1999**
57	GIBLIN V. ABB LUMMU	C Cinquemani	Paul	asbestosis	9/21/1999**
58	DEVITA V. ABB LUMMU	C D'Angelo	Nicola	asbestosis	9/21/1999**
59	GIBLIN V. ABB LUMMU	C Franco	Thomas	asbestosis	9/21/1999**
60	DEVITA V. ABB LUMMU	C Galligan	Thomas	asbestosis	9/21/1999**
61	PARMIGIANI V. ABB LUMMU	C Gonzales	Ronald	asbestosis	9/21/1999**
62	DEVITA V. ABB LUMMU	C Larkin	Patricia	lung cancer	9/21/1999**
63	PUTMAN V. ABB LUMMU	C Meehan	Kenneth	asbestosis	9/21/1999**
64	PARMIGIANI V. ABB LUMMU	C Parmigiani	John	asbestosis	9/21/1999**
65	PIUS V. ABB LUMMU	CRI Pius	Frederic	asbestosis	9/21/1999**
66	DEVITA V. ABB LUMMU	C Ruviluso	Elizabeth	asbestosis	9/21/1999**
67	DEVITA V. ABB LUMMU	C Zinser	Harold	asbestosis	9/21/1999**
** Please refer to the enclosed 2/2/01 correspondence re this agreement.					

10/18/2006

STANDARD/NEW YORK/SINGLE

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that John F. Buckley ("Releasor"), plaintiff in an action captioned Ingrisani, et al. v. ABB Lummus Crest, Inc., et al. pending in the Supreme Court of the State of New York, County of New York, and bearing the Index Number 107528/99, (the "Action"), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration (the "Settlement Amount"), paid by W.R. GRACE & CO.-CONN. and its past and present parents, affiliates and subsidiaries and its predecessors and successors in interest and its agents, heirs and assigns ("Releasee"), the receipt and sufficiency of which is hereby acknowledged, have and hereby do expressly covenant and agree forever to refrain from bringing any suit or proceeding at law or in equity against Releasee and hereby also release said Releasee from any and all claims of any kind whatsoever that they ever had or may ever have against Releasee as a result of Releasor's alleged exposure to asbestos fibers or products containing asbestos or dust therefrom, including, but not limited to, any and all claims which may arise for personal injuries or wrongful death ("the Claims") and is in complete satisfaction of the Claims, arising from this personal injury asbestos lawsuit.

It is understood and agreed that the payment of Releasee is made to compromise a doubtful and disputed claim and is not to be construed as an admission of liability on the part of Releasee by whom liability is expressly denied.

It is further understood and agreed that the within General Release is intended to release only said Releasee from the Claims and is not intended to release or benefit in any way any

other defendants or third party defendants in the Action or any other persons or entities.

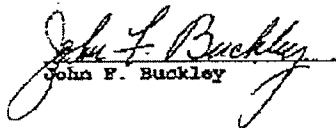
It is further understood and agreed that the payment of the Settlement Amount is not a full satisfaction of the Claims of Releasors for damages sought in the Action, but is fair and adequate consideration for a complete release of such Claims against Releasee.

Nothing in this Release nor the act of any party released hereby in accepting this Release shall be deemed to affect the claim of these parties against any other party, including the Johns-Manville Corporation and its related entities, which claims are expressly reserved and excluded from the terms and conditions of this Release.

In order to induce Releasee to enter into settlement, Releasors hereby do covenant and agree to hold Releasee harmless, to the full extent of the Settlement Amount received from Releasee as a result of this settlement, from any and all pending and potential claims, including claims of Releasor's employer or its insurance carrier asserted pursuant to the provisions of the New York Workers' Compensation Law which have been or may in the future be asserted against Releasee and which arise from any claimed injuries and/or damages which the plaintiffs have asserted in the action, excepting costs and attorneys' fees, and to indemnify Releasee in legal tender to the extent of the aforesaid funds, provided however, that Releasors do not covenant and do not agree to hold Releasee harmless, to any extent whatsoever, from any claims brought by any person or entity for indemnification from Releasee pursuant to any contractual agreement or undertaking, and nothing in this Release should be deemed to hold Releasee harmless from indemnity claims by others.

This Release has been explained to me carefully by my attorney. I understand that this Release is binding on me in every way. Among other things, I understand that, in return for receiving the Settlement Amount, I am giving up any claims I had or may have or may ever have against the companies called "Releasee" in the Release.

IN WITNESS WHEREOF, I have hereunto set my hands and seal
this day of , 20__.


John F. Buckley

STATE OF)
) SS:
COUNTY OF)

On this /4th day of MAY, before me personally appeared John F. Buckley residing at 7 Spartan Lane, Hauppauge, New York 11788 to me known and known to me to be the individual described herein, and who executed the foregoing Release and duly acknowledged to me that [s]he executed the same.


NOTARY PUBLIC

LOUIS LANGMAN
Notary Public, State of New York
No. 014508241
Qualified in Suffolk County
Commission Expires May 23, 2007